



SAN BERNARDINO COUNTY
REPRESENTED EMPLOYEES SELF-FUNDED
SHORT-TERM DISABILITY PLAN

Effective July 1, 1989

Amended July 1, 1992

Amended July 1, 1995

Amended November 21, 1995

Amended December 1, 1995

Amended August 29, 2000

Amended October 17, 2000

Amended September 10, 2002

Amended February 24, 2004

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COUNTY OF SAN BERNARDINO

Represented Employees Self-Funded Short-Term Disability Plan

PURPOSE: This Short-Term Disability Plan has been established to provide benefits to the Employee or Employees entitled under the Plan. Benefits are subject to the provisions on the attached pages which, together with this page, make up the Plan.

PLAN EFFECTIVE DATE: July 1, 1989

PLAN AMENDMENT DATES: An amendment supercedes and replaces any prior statements of Short-Term Disability coverage for this Plan and is effective on the most recent date shown below:

Amended July 1, 1992
Amended July 1, 1995
Amended November 21, 1995
Amended December 1, 1995
Amended August 29, 2000
Amended October 17, 2000
Amended September 10, 2002
Amended February 24, 2004

PLAN SPONSOR: County of San Bernardino

I. DEFINITIONS

Actively at Work: Means that an Employee is capable of and actually performing his or her Regular and Customary Work as an Employee at his or her regular and usual place of employment.

Center for Employee Health and Wellness (Center): The County's Occupational Health Center that provides a variety of clinical services for Employees. These services include physical assessments for pre-placement, return to work, fitness for duty, hazardous materials, and other physical examinations needed by County departments. The Center also provides medical treatment and referrals for certain on-the-job injuries. The Center's Medical Director, Chief of Clinical Operations, and nursing staff also provide consultative services to department managers, supervisors, and others pertaining to Employee health issues.

County: The County of San Bernardino.

Daily Benefit Amount: The amount of Employee's Normal Weekly Benefit payable under the terms of this Plan, divided by seven (7).

Disabled or Disability: Any non-work related illness or injury, either physical or mental, including Pregnancy, childbirth, or related medical conditions, that prevents the Employee from performing the Regular and Customary Work of his/her job. An Employee will be considered Disabled until he/she is able to perform the Regular and Customary Work of his/her County employment or until he/she engages in any gainful occupation that is inconsistent with their illness/injuries other than Transitional Work. An Employee will also be considered Disabled on the written order of a health care provider because of infection or suspected infection from a communicable disease or while under medical treatment for acute alcoholism or drug-related illnesses.

Employee: An individual who is employed by the County in a regular position, including Employees of a district that is governed by the County Board of Supervisors, who is regularly scheduled to work forty (40) or more hours per Pay Period and who is eligible to participate in the Short-Term Disability Plan. The term Employee does not include any leased Employee [including, but not limited to, those individuals defined in Code Section 414(n)], or any individual classified by the Employer as an independent contractor, seasonal, temporary or casual Employee, whether or not any such persons are on the Employer's W-2 payroll, or any individual who performs service for the Employer, but who is paid by a temporary or other employment agency such as "Kelly," Manpower," etc.

Employee Health and Productivity (EHaP) Program: A County-sponsored program for improving the overall health of Employees and their families and for reducing the length of Employee absences due to illness and injury by actively managing Employee's and their dependents' episodes of illness and injury. The Program uses the services of Nurse Care Coordinators, who are independent vendors to the County.

Employer: The County of San Bernardino.

Maximum Benefit Amount: Fifty-two (52) times the Normal Weekly Benefit.

Modified Duty Coordinator: A County Employee charged with the responsibility to facilitate the accommodation of medically required temporary change(s) to an Employee's job, duties, work or hours of work as a result of a non-occupational illness or injury. The Modified Duty Coordinators work with the Nurse Care Coordinators to support an ill/injured Employee's early return to work, with Physician ordered modifications, as soon as medically feasible.

New Disability: The onset of a new period of Disability resulting from an illness or injury unrelated to a prior Disability, or the reoccurrence of a previous Disability after the Employee has returned to their Regular and Customary Work for a period of more than thirty (30) continuous calendar days without any absences due to Disability other than for medical appointments.

Normal Weekly Benefit: A specified weekly amount of money payable to an Employee while Disabled under the Plan.

Normal Weekly Earnings: One-half (1/2) of the Employee's average bi-weekly base salary. An Employee's bi-weekly base salary is determined by averaging the amount earned through regular and paid leave time in the six (6) Pay Periods immediately preceding the commencement of the Disability.

Nurse Care Coordinator: An Employee Health and Productivity (EHaP) Program registered nurse who facilitates the medical care of Employees and/or their dependents by the use of standardized medical case coordination and management techniques. The main goal of the Nurse Care Coordinators is to assist in returning the Employee and/or dependent to a state of wellness as quickly as possible. The Nurse Care Coordinators will communicate with the Employee, the Employee's treating Physician(s), the Employee's supervisor and other individuals determined to be essential to the Employee's recovery.

Pay Period: Means a continuous period of fourteen (14) days as established by the County for the purposes of processing payroll.

Physician: Includes a licensed medical Physician, surgeon, optometrist, dentist, doctor of osteopath, qualified licensed psychologist, accredited practitioner, chiropractor, or podiatrist who is duly licensed and acting within the scope of his or her practice; or a licensed midwife, licensed nurse-midwife or licensed nurse practitioner who may certify only to normal Pregnancy and childbirth related disabilities; or a duly authorized medical officer of any facility of the United States Government; or a practitioner duly authorized and accredited by the Director of the California Employment Development Department.

Plan: The County Represented Employees Self-Funded Short-Term Disability Plan as set forth herein together with any and all schedules or documents incorporated by reference in or attached hereto.

Plan Administrator: The County Human Resources Department, Human Resources Chief, Employee Benefits and Services Division, who is vested with the responsibility to administer the Plan.

Plan Amendment Date: The date of the most recent Plan changes approved by the County Board of Supervisors.

Plan Benefits: A specified amount of money paid under the Plan to an eligible Employee for a period of Disability.

Plan Document: This document which sets forth the provisions and administration of the County's Represented Employees Self-Funded Short-Term Disability Plan.

Plan Effective Date: The original date upon which this Plan was approved by the County Board of Supervisors.

Plan Sponsor: The County of San Bernardino.

Plan Year: A period of one (1) year commencing on the Plan Effective Date or on any anniversary of the Plan Effective Date.

Pregnancy: Includes childbirth or miscarriage and any disease or infirmity resulting from or aggravated by Pregnancy, including therapeutic abortions necessary to preserve the life of the mother or complications arising from any abortion.

Qualified Disability Period: A period of time during which an Employee is continuously Disabled, unable to perform his/her Regular and Customary Work and eligible to receive Plan Benefits as described in this Plan Document.

Regular and Customary Work: The Employee's usual assigned duties, including requirements, specifications, methods, job, work, hours of work, manner and level of performance prior to the onset of the Disability.

STD: The Represented Employees Self-Funded Short-Term Disability Plan described in this Plan Document.

Transitional Work: The temporary changes to an Employee's Regular and Customary Work including, but not limited to, job tasks, schedule, equipment or other conditions of employment, in an effort to accommodate temporary limitations or restrictions placed on the Employee by a treating Physician and approved by the Center and Employee Health and Productivity (EHaP) Program.

Waiting Period: The first seven (7) consecutive calendar days from the date the Disability commences, during which time the Employee must be unable to perform Regular and Customary Work due to the Disability and have no paid regular hours.

II. ELIGIBILITY

To be eligible to receive Plan Benefits, an Employee must meet all of the following conditions:

1. Must be employed in a regular County position budgeted for forty (40) hours or more per Pay Period.
2. Must have completed at least two (2) Pay Periods of continuous service, each with a minimum of one-half plus one hour of scheduled hours of paid regular time, paid vacation, paid sick leave, paid administrative leave and/or paid holiday time.
3. Must be designated as a member of one of the following:
 - a. Craft, Labor and Trades Unit
 - b. Professional Unit
 - c. Administrative Services Unit
 - d. Supervisory Unit
 - e. Management Unit
 - f. Other Employees or Employee groups who have been expressly approved for this Plan's coverage by the County Board of Supervisors.

Effective July 27, 2002, the following units were added:

- a. Clerical Unit
- b. Technical and Inspection Unit
- c. Attorney Unit
- d. Specialized Peace Officer and Specialized Peace Officer – Supervisory Unit

III. EFFECTIVE DATES

An eligible Employee may become covered by this Plan on the Plan Effective Date if Actively at Work on the Plan Effective Date. An eligible Employee who is not Actively at Work on the Plan Effective Date may become covered on the first day the Employee returns to work.

Employees hired after the Plan Effective Date must satisfy the requirements listed under Section II, Eligibility. Coverage will begin on the first day that the Employee is Actively at Work after the eligibility conditions have been met.

All Plan amendments become effective on the date approved by the County Board of Supervisors for all eligible Employees, including Employees who are currently receiving benefits from this Plan, unless the amended Plan Document, or any section therein, specifically provides for an alternate effective date.

IV. PLAN PREMIUM PAYMENTS

The County shall pay the entire premium for the Plan for all eligible Employees. Employees shall not be responsible for any portion of Plan premium payments.

V. NORMAL WEEKLY BENEFIT

The Normal Weekly Benefit is fifty-five percent (55%) of the Employee's Normal Weekly Earnings, not to exceed the weekly maximum amount established by the State of California for the State Disability Insurance Fund in effect on the date the Disability commences. This provision is effective as of January 1, 2000 as stipulated in the Memorandum of Understanding between the San Bernardino Public Employees Association and the County; and effective as of September 7, 2002 as stipulated in the Memorandum of Understanding between the Safety Employees' Benefit Association and the County.

The date used to determine the maximum Normal Weekly Benefit that an Employee is entitled to receive shall be the first date of the onset of the Disability for which Plan Benefits are payable. The first date of the onset of Disability must be evidenced by a Physician's statement. Failure to file a timely claim will not result in a higher Normal Weekly Benefit regardless of any

increase in Normal Weekly Earnings that may have occurred between the time of the onset of Disability and the time the claim is filed.

After the Employee has satisfied the Waiting Period and is eligible to receive Plan Benefits, benefits due for any partial weeks will be calculated at the daily amount of one-seventh (1/7) of the Normal Weekly Benefit. An exception to this will be when the Employee's Normal Weekly Earnings and Normal Weekly Benefit would exceed one hundred percent (100%) of their Normal Weekly Earnings for any particular week. When this occurs, the Normal Weekly Benefit the Employee receives for that week will be reduced. See Paragraph A, Number 2, under Coordination and Reduction of Benefits below.

VI. COORDINATION AND REDUCTION OF BENEFITS

A. Normal Weekly Benefit payments will be coordinated so that the total weekly payments from this Plan and payments the Employee may be entitled to receive from any one or all of the following does not exceed one hundred percent (100%) of the Employee's Normal Weekly Earnings:

1. Earnings (salary) received while participating in Transitional Work.
2. Earnings (salary) received for actual days worked during any partial week of Disability or from any form of paid leave time. No Plan Benefits will be paid for any week in which the Employee receives his/her full Normal Weekly Earnings.
3. Periodic payments received from the San Bernardino County Employees' Retirement Association (SBCERA).

B. Normal Weekly Benefit payments will be reduced by the amount that an Employee receives or is entitled to receive from any of the following, by reason of the Disability for which Plan Benefits are sought:

1. The Social Security Act, including dependents' benefits by reason of such Disability. The amount of the payments an Employee is entitled to receive under such Act shall be as determined at the later of:
 - a. The date such periodic payments commence, or
 - b. The date payments under this Plan commence.
2. The Railroad Retirement Act, including dependents' benefits by reason of such Disability.

3. Any group plan available through and paid by a County recognized labor-management trustee, union, or other County employee benefit plan.
4. Any periodic payments the Employee is entitled to apply for and receive with respect to State Disability Insurance (SDI).

Plan Benefits shall not be reduced by any payments an Employee might be entitled to receive from any individually purchased disability insurance program.

VII. APPLICATION FOR BENEFITS

To establish a claim for Plan Benefits, an Employee must complete and submit the following County forms according to the table below:

FORM NAME	PERSON RESPONSIBLE TO COMPLETE	RETURN FORM TO
"Claimant's Statement" portion of the Claim for Short-Term Disability Benefits	Employee	Department Payroll Clerk
"Physician's Statement" portion of the Claim for Short-Term Disability Benefits	Physician	Employee Benefits and Services Division
"Employer's Statement" portion of the Claim for Short-Term Disability Benefits	Employee's Supervisor and/or Payroll Clerk	Department Payroll Clerk
EHaP Release of Medical Information for Short-Term Disability	Employee	Department Payroll Clerk
Leave Integration Request	Employee	Department Payroll Clerk

Employees who were covered by State Disability Insurance (SDI) at any time during the eighteen (18) months immediately prior to the Disability may be eligible to receive SDI benefits and must apply for SDI. A copy of the SDI determination letter must be provided to the department payroll clerk in addition to the required forms listed in the above table.

No Plan Benefits can be paid until all forms have been completed and submitted to the proper party as designated in the table above. All forms should be submitted as soon as possible to avoid unnecessary delays in receiving Plan Benefits. The forms must be completed to the satisfaction of the Employee Benefits and Services Division and submitted within ninety (90) days from the first day of Disability. Failure to furnish completed forms within the ninety (90) day period will result in the loss of Plan Benefits for the number of days the claim was untimely, unless the Plan Administrator determines it was not reasonably possible to submit the completed claim forms in a timely manner.

VIII. COMMENCEMENT OF BENEFITS

If claim forms are completed and submitted within ninety (90) days from the date of onset of the Disability, the Plan Benefits will begin on the first day after the eligible Employee has been continuously Disabled for the seven (7) calendar day Waiting Period.

IX. WAIVER OF WAITING PERIOD

In those cases where an Employee becomes Disabled due to the same illness or injury that caused a previous period of Disability, the Employee may be entitled to a waiver of the seven (7) day Waiting Period. This waiver will be granted in cases where the period of time between the Employee's first day of return to Regular and Customary Work from the preceding Disability and his/her first day of absence for the subsequent period of Disability is thirty (30) calendar days or less. Both periods of Disability must originate from the same illness or injury. Although both periods of Disability will be counted toward the allowable Maximum Benefit Amount, the Employee will still need to submit a new claim form and all supporting medical documentation.

A waiver of the Waiting Period will also be granted in those cases where an Employee has returned to a Transitional Work schedule or restricted duty on a continuous basis for more than thirty (30) calendar days and then experiences a new period of total Disability as a result of the same illness or injury. However, once an Employee has returned to Regular and Customary Work for more than thirty (30) days without a reoccurrence of the previous Disability, any subsequent reoccurrence shall be considered a New Disability and shall be subject to the Waiting Period.

In cases where the Waiting Period has been waived as described above, the original Normal Weekly Benefit and Maximum Benefit Amount that were determined on the original claim will remain in full force and effect for the entire subsequent period of Disability.

X. PAYMENT OF BENEFITS

Plan Benefit payments are issued bi-weekly in arrears according to regular Pay Periods. The Employee's Time and Labor Report (TLR) will be coded according to the Employee's *Leave Integration Request*, and all STD payments will be received through normal payroll processing of the TLR.

XI. INTEGRATION OF BENEFITS

Plan Benefit payments may be fully or partially integrated with other paid time including, but not limited to, sick leave, vacation leave, holiday leave, and regular work hours. Employees may not receive more than one hundred percent (100%) of their Normal Weekly Earnings. Employees who elect to fully

integrate their Plan Benefit payments with other paid time will receive all benefits and accruals as if they were receiving full regular pay. All benefits and accruals will be administered in accordance with the applicable MOU, contract, or salary ordinance that pertains to the Employee. If an Employee elects not to fully integrate, or is not eligible to fully integrate, only paid time recorded will be attributable toward benefits and accruals. Plan Benefit payments shall not count toward any benefits or accruals for Employees who elect partial or no integration. Employees may elect not to integrate any other paid time with their Plan Benefit payments. Employees must indicate their integration choice by completing the *Leave Integration Request* in accordance with Section VII, Application for Benefits, of this document.

XII. MAXIMUM BENEFIT AMOUNT

The Maximum Benefit Amount an Employee may receive for any one (1) Disability claim is fifty-two (52) times the Normal Weekly Benefit. The Maximum Benefit Amount will not be extended by periods of time worked under Transitional Work. However, only benefit dollars actually paid while an Employee is working part-time will count towards the fifty-two (52) week Maximum Benefit Amount. For example, if an Employee is Disabled and normally receives a Normal Weekly Benefit of \$490, his/her Maximum Benefit Amount for that Disability claim shall be \$25,480. However, if he/she returns to work on a part-time basis and only receives \$400 per week in Disability benefits, only that \$400 will accrue towards the \$25,480 Maximum Benefit Amount. In some cases this may result in a Disability claim lasting beyond one (1) year.

Once the Maximum Benefit Amount has been exhausted for any particular claim, no further Plan Benefits will be available until such time as the Employee files a new valid Disability claim for an unrelated illness or injury or until a minimum of one (1) calendar year has passed since the Employee returned to his/her Regular and Customary Work following any previous period of Disability wherein Plan Benefits were paid under the terms of this Plan.

XIII. TRANSITIONAL WORK

Employees are required, as a condition of participation in this Plan, to actively cooperate with the efforts of the Plan's Nurse Care Coordinator in recovering from their Disability. This cooperation includes, but is not limited to:

1. Participating in all communications, whether written or oral, initiated by the Nurse Care Coordinator and/or the Employee's treating Physician.
2. Obtaining second medical opinions if requested by the Nurse Care Coordinator and/or the Center for Employee Health and Wellness' Medical Director at the Plan's expense.
3. Returning to Transitional Work as ordered by Employee's treating Physician, with the approval of the Center and EH&P.

If an Employee returns to work part-time through Transitional Work and suffers a partial wage loss, he or she may continue to receive Plan Benefits up to their Normal Weekly Earnings, limited to their Normal Weekly Benefit. If the wage loss suffered by working part-time is greater than the Employee's Normal Weekly Benefit, then the Employee will continue to receive Plan Benefits at the full Normal Weekly Benefit. If the wage loss is less than the Normal Weekly Benefit, the Employee will receive Plan Benefits only in the amount of wage loss.

Under no circumstances will the Employee be entitled to receive more than one hundred percent (100%) of his/her Normal Weekly Earnings when his/her part-time weekly salary and Plan Benefit payments are added together.

Example 1:

Calculating Wage Loss

Normal Weekly Earnings	\$1,400.00
Less part-time weekly salary	<u>\$ -600.00</u>
Equals wage loss	\$ 800.00

Calculating Normal Weekly Benefit

Regular Normal Weekly Benefit	\$ 728.00	(\$1,400 x 55% up to max of \$728)
Less wage loss	<u>\$ -800.00</u>	
Amount deducted from Plan Benefit payment	\$ 0	

Adjusted Normal Weekly Benefit \$ 728.00

In Example 1, the Employee's wage loss (\$800) is greater than his/her Normal Weekly Benefit (\$728), and his/her part-time wages plus Normal Weekly Benefit (\$600 + \$728 = \$1,328) are less than his/her Normal Weekly Earnings

original claim filed on April 15 would continue to provide Plan Benefits for any subsequent illness or injury until such time as the Employee returned to their Regular and Customary Work for more than thirty (30) consecutive days or until the Maximum Benefit Amount allowable under that claim had been reached, which ever occurred first. Any illness/injury which permits continued Plan Benefits under this section must result in a Disability that prevents the Employee from doing his or her Regular and Customary Work and must be supported by proper medical documentation and Physician's statement.

XV. TERMINATION OF BENEFITS

Plan Benefit payments to an Employee will continue during any one continuous period of Disability until the earliest date shown below:

1. The date on which the Employee ceases to be Disabled as defined in this Plan.
2. The date of the Employee's death.
3. The date on which the Employee has received the Maximum Benefit Amount.
4. The date on which the Employee fails to cooperate with the Employee Health and Productivity (EHaP) Program.
5. The date on which the Employee fails to return to work or to Transitional Work in accordance with the Employee's treating Physician's medical release and the approval of the Medical Director of the Center for Employee Health and Wellness or the EHaP steering committee.
6. The date on which County employment terminates. An Employee's employment may continue during the entire period that he/she is not Actively at Work if the absence is due to disease or injury; however, in no case will it be deemed to continue beyond the date agreed upon by the County and the Employee as his/her employment termination date.

XVI. DISQUALIFICATION

An Employee shall be disqualified from receiving benefits:

1. For the amount of time a claim is late (without good cause) beyond ninety (90) days from the first day of Disability.
2. For making a false statement.

3. For failure to report a material fact.
4. For failure to submit to an independent medical examination requested by the Plan Administrator. Such medical examinations may be requested by the County at its own expense as often as may be deemed necessary, but not to exceed more often than one (1) examination in any thirty (30) day period.
5. For attempting to commit or committing fraud against the Plan.

Any Plan Benefit payments made prior to the discovery of a disqualification event listed above will be subject to the Right of Recovery, Section XX, Number 12, of this Plan Document.

XVII. EXCLUSIONS

Plan Benefits will not be paid under this Plan for any Disability directly or indirectly due to or resulting from any one or more of the following:

1. Self-inflicted injury while sane or insane.
2. War, insurrection or hostilities of any kind, whether or not the Employee was a participant in such action.
3. Participation in any riot or civil commotion.
4. Commission or attempt to commit a felony.
5. Confinement by court order or certification as a dipsomaniac, drug addict, or sexual psychopath.
6. Cosmetic surgery or other services for beautification.
7. Weight reduction or treatment of obesity except for the treatment of morbid obesity.
8. Procedures or treatments to change characteristics of the body to those of the opposite sex or the reversal thereof.
9. Disabilities caused by the actions of another person or a third party unless the Employee and/or Employee's legally authorized representative, lawyer, and/or agent furnish the Plan Administrator a signed agreement that legally obligates the Employee or representative(s) to refund moneys paid to the Employee under the Plan. Refunded moneys are limited to the extent the Employee or Employee's legally authorized representative,

lawyer, and/or agent recovers from the third party responsible for the Employee's Disability.

10. Disabilities eligible for County-paid Workers' Compensation, except, if the weekly amount the Employee is entitled to receive from Workers' Compensation is less than the Normal Weekly Benefit the Employee would receive under this Plan, the difference may be paid by this Plan.
11. Non-work related injuries/illnesses will not be eligible for Plan Benefits during the period of time the Employee is receiving Workers' Compensation benefits.

However, upon termination of Workers' Compensation benefits, if the Employee remains Disabled due to a non-work related injury or illness, the Employee may apply for Plan Benefits. The Employee shall still be subject to the seven (7) day Waiting Period from the date of initial onset of the non-work related injury or illness. The date of onset of the non-work related injury or illness shall also be used for purposes of determining the Normal Weekly Benefit and Maximum Benefit Amount. However, in no case shall the Employee be entitled to receive Plan Benefits for any period prior to the termination of his/her Workers' Compensation benefits.

Example: On December 28, Employee John severely injures his back while at work and becomes eligible to receive Workers' Compensation benefits. On January 18, while still recovering from his back injury, John is diagnosed with heart disease and requires emergency bypass surgery. On February 3, John recovers from his back injury and is terminated from Workers' Compensation. However, he is still Disabled as a result of the bypass surgery.

In this case, John would be entitled to receive Workers' Compensation benefits from December 28 through February 3. His STD claim would begin January 18; however, he would not be entitled to receive benefits under the Plan until February 4, the day after his Workers' Compensation benefits were terminated. Since February 4 was more than seven (7) days after the onset of the non-work related illness, he would be entitled to begin receiving Plan Benefits under the Plan on that date. If John had been terminated from Workers' Compensation prior to January 25, he would have had to satisfy the seven (7) day Waiting Period before his STD Plan Benefits would begin. Plan Benefits under this scenario are still subject to the provisions listed under Application for Benefits, Section VII, and all other portions of this Plan Document.

In addition to the exclusions listed above, Plan Benefits will not be paid under any of the following circumstances:

1. While an Employee is entitled to State Unemployment Insurance.

2. When the Employee has involuntarily terminated County employment prior to becoming Disabled or at any time that the Employee voluntarily terminates County employment.
3. When an Employee engages in any gainful occupation on a partial, part-time or full-time basis that is inconsistent with his or her Disability.
4. While an Employee is incarcerated due to conviction of a crime.
5. During any period of Disability when the Employee is not under the care of a Physician. In the case of Disability due to mental disorder, Plan Benefits will not be paid for any period of Disability during which the Employee is not under the continuing care of a specialist in psychiatry or psychology.
6. While an Employee is eligible for or receiving SDI benefit payments in an amount equal to or greater than the allowable STD benefit.

XVIII. TERMINATION OF PLAN COVERAGE

An Employee's STD coverage will terminate on the earliest date shown below.

1. The date contributions are no longer made on behalf of the Employee.
2. The date this Plan is cancelled.
3. The date of Employee's death.
4. The date the Employee is no longer a member of a class or classes of Employees who may be covered. However, in certain cases, coverage may continue through Extension of Benefits as outlined in Section XIX.
5. On the date the Employee's County employment terminates. An Employee's employment may continue during the entire period that he/she is not Actively at Work if the absence is due to disease or injury; however, in no case will it be deemed to continue beyond the date agreed upon by the County and the Employee as his/her employment termination date.
6. On the date the Employee has been found to have committed or attempted to commit fraud against this Plan.

XIX. EXTENSION OF BENEFITS

Employees shall be eligible for an extension of coverage under this Plan if all of the following requirements are met:

1. The Employee was previously eligible for Plan Benefits; and
2. The Employee was transferred without a break in service to a County position which requires a contribution to State Disability Insurance; and
3. Less than eighteen (18) months have passed since the transfer occurred; and
4. The State Disability Insurance (SDI) Program has denied SDI benefits because of insufficient earnings in the State-defined base period.

In those situations where an Employee has successfully met each of the first three requirements but has received notification that they are eligible to receive SDI benefits in an amount that is less than they would have received from this Plan, the difference will be paid.

XX. GENERAL PROVISIONS

1. Workers' Compensation Insurance. This Plan does not affect any requirement for coverage by Workers' Compensation Insurance. It also does not replace that insurance.
2. Protection of Coverage. The Plan does not have the right to cancel the coverage of any Employee under this Plan while:
 - a. This Plan is still in effect, and
 - b. The Employee is still eligible, and
 - c. The Employee's contribution charges are paid according to the terms of this Plan, and
 - d. No other provision described under Termination of Plan Coverage, Section XVIII, has occurred.
3. Clerical Errors. Clerical errors of the Plan do not deprive any eligible Employee of coverage under this Plan. In addition, these errors do not create or continue coverage that would not otherwise be effective.
4. Payment of Claims. All amounts payable by the Plan will be determined by the Employee Benefits and Services Division and will be issued through County payroll and will be payable directly to the covered Employee.
5. Withholdings. As required by law, Social Security Medicare, federal and state Income, and other taxes shall be withheld from Normal Weekly Benefit payments and forwarded to the appropriate agency as required by that agency.

6. Benefits Not Transferable. Only eligible Employees are entitled to receive benefits under this Plan. The right to Plan Benefits cannot be transferred.
7. Claim Forms. All Plan claim forms can be obtained from the County's Human Resources Department, Employee Benefits and Services Division, or from the Employee's department payroll clerk.
8. Physical Examination. The Plan shall have the right to require an examination, at its expense, of any Employee whose injury or sickness is the basis of a claim. Examinations may be required as often as the Plan deems necessary during an on-going claim, but not more than once in any thirty (30) day period.
9. Conforming with State/Federal Statutes. Any provision of the Plan which conflicts with state or federal laws is hereby amended to conform to the minimum requirements of such statute.
10. Claim Review. If an Employee's claim is wholly or partially denied, the Employee will be notified as to the reason for denial. If the Employee feels the denial was improper, he/she may, within sixty (60) days following the date he/she was notified of the denial, request a review upon written application sent to the County's Department of Human Resources, Employee Benefits and Services Division. The Employee, or his/her duly authorized representative, may review pertinent documents. The Employee may submit comments in writing including additional information that he/she feels may have a bearing on the claim. A decision on the review will be sent to the Employee within sixty (60) days after receipt of his/her request for review unless special circumstances require more time.
11. Right of Recovery. When the amount paid by the Plan exceeds the amount for which the Plan is liable, the Plan has the right to recover the excess amount. This amount shall be recovered directly from the Employee to whom payment was made. In most cases, recovery will be made through payroll deductions. If the Employee to whom the overpayment was made is deceased, the recovery may be taken from the Employee's final pay warrant, if any, or it may be recovered from the Employee's estate.
12. Termination or Amendment of the Plan. The County may, at any time, amend, revise, suspend, discontinue, or terminate any part of this Plan or its entirety without consent or approval.
13. Plan Administrator's Authority and Responsibilities. The Plan Administrator shall have full authority to adopt rules and regulations for the administration of the Plan and to interpret, alter, amend or revoke any rules and

regulations so adopted. The Plan Administrator shall have full discretion to construe and interpret the terms and provisions of this Plan and all rules and regulations related thereto, which interpretation or construction shall be final and binding to all parties including, but not limited to, the Plan Sponsor and any participant or beneficiary, except as otherwise provided by law. The Plan Administrator shall administer such terms and provisions in a uniform and nondiscriminatory manner and in full accordance with any and all laws applicable to the Plan.

This Plan has been approved by the County as of the Plan Amendment Date.

COUNTY OF SAN BERNARDINO

By: _____
Dennis Hansberger, Chair, Board of Supervisors

Date: _____